

NAPA COUNTY AGREEMENT NO. 250114B

AMENDMENT NO. 1 TO GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY GRANT AGREEMENT NO. 250114B is made and entered into as of this 1st day of July, 2025, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ART ASSOCIATION NAPA VALLEY, a California non-profit corporation whose mailing address is 1520 Behrens St, Napa, CA, 94559 hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, on July 23rd, 2024, COUNTY approved funding for GRANTEE's proposal for Special Project Funds to officer art classes for children and developmentally disabled adults; and

WHEREAS, as a result of location changes, scheduling and delays, the project was not completed within the time frame expected and set forth in the Agreement; and

WHEREAS, COUNTY and GRANTEE now wish to extend the term of this Grant Agreement to allow GRANTEE additional time to complete the project as originally approved by COUNTY.

TERMS

NOW, THEREFORE, BE IT AGREED that County Grant Agreement No. 250114B is hereby amended as follows:

1. Exhibit "A" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-1", and all references in the Agreement to Exhibit "A" shall mean Exhibit "A-1".
2. Exhibit "B" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-1", and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
3. Paragraph 1 of the Agreement is amended to read in full as follows:
 1. **Term of the Agreement/Termination.**
 - (a) **Term.** The term of this Agreement shall commence on July 23, 2024 and shall expire on December 31, 2025, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Grant Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement."
4. Except as provided above, the remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

ART ASSOCIATION NAPA VALLEY

By *Janis K Adams*
Janis Adams, President

"GRANTEE"

COUNTY OF NAPA, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Napa County
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Silva Darbinian (e-signature)</u> Date: <u>July 7, 2025</u>	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board
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EXHIBIT "A-1"

SCOPE OF WORK

GRANTEE shall utilize funds to offer scholarships to art classes for children referred through the Children's Museum of Napa Valley and for developmentally disabled adults referred through Napa Valley Support Services (Brown Street Gallery). The grant would pay for the instructors, the facilities and the materials. All are included in the tuition costs. The project will be managed by GRANTEE, with input from the Program Director for Napa Valley Support Services and the President of the Children's Museum of Napa Valley. No administrative costs are included in the grant request, only direct services to the target audiences.

FUNDING ACKNOWLEDGEMENT:

GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source, and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors through the Napa County Arts and Cultural Advisory Committee."

EXHIBIT "B-1"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY December 31, 2025	\$17,260

GRANTEE shall receive warrant from COUNTY within 30 days of the execution of this Grant Agreement.